

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Glover Park Group, LLC 1025 F St. NW, 9th Floor Washington, DC 20004	2. Registration No. 5666
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3. Name of Foreign Principal Permanent Mission of the United Arab Emirates to the United Nations	4. Principal Address of Foreign Principal Permanent Mission of the United Arab Emirates to the United Nations Ambassador Lana Zaki Nusseibeh 3 Dag Hammarskjöld Plaza
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5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country¹
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
UAE Ministry of Foreign Affairs and International Cooperation
- b) Name and title of official with whom registrant deals
Saud Al Shamsi, Deputy Permanent Representative of the United Arab Emirates to the United Nations

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A November 21, 2019	Name and Title Joel Johnson, Managing Director	Signature /s/ Joel Johnson eSigned
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Glover Park Group, LLC	5666

3. Name of Foreign Principal

Permanent Mission of the United Arab Emirates to the United Nations

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant will provide communications and strategic counsel to the Permanent Mission of the United Arab Emirates to the United Nations. Additionally, the Registrant will provide website development services for the Mission. As requested, Registrant will undertake specific assignments from the Mission with regard to public affairs matters. While Registrant has not engaged in political activities, acted as public relations counsel or political consultant within the U.S., or engaged in any other registrable activity on behalf of the Mission to date, work on behalf of the Mission going forward may include such activities.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide communications and strategic counsel to the Permanent Mission of the United Arab Emirates to the United Nations. Additionally, the registrant will provide website development services for the Mission. As requested, registrant will undertake specific assignments with regard to public affairs matters.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrants' activities may include specific assignments with regard to representatives of media organizations and/or other activities of interest to the foreign principal, including global security, development assistance and other related issues.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
November 21, 2019	Joel Johnson, Managing Director	/s/ Joel Johnson eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



October 18, 2019

Permanent Mission of the United Arab Emirates to the United Nations
Ambassador Lana Zaki Nusseibeh
3 Dag Hammarskjöld Plaza
305 East 47th Street, 7th Floor
New York, N.Y. 10017

Dear Ambassador Nusseibeh:

This letter will serve as the formal Letter of Agreement ("Agreement") under which The Glover Park Group, LLC ("GPG") will represent the Permanent Mission of the United Arab Emirates to the United Nations ("the Mission") as a strategic communications consultant. The terms and conditions of the Agreement are stated below and supersede any prior terms and conditions.

1. **Advisory Duties.** GPG shall devote such time and effort in performance of its duties as may reasonably be requested by the Mission. GPG shall be available to meet with the Mission or its representatives on a regular basis. GPG's duties under this Agreement shall include:
 - a. Providing communications and strategic counsel related to foreign policy and related matters as well as media-related activities of interest.
 - b. Specific issues to be addressed and services to be performed by GPG will be communicated on a regular basis to GPG as reasonably determined by the Mission.
 - c. Website development, start-up, and ongoing maintenance, as mutually agreed between the parties.
2. **Term.** GPG's duties under this Agreement shall commence on 1 September 2019 and continue until 31 December 2019.
3. **Compensation and Payment Terms.**
 - a. **Monthly Fees.** In complete consideration for the services to be rendered under this Agreement, the Mission shall pay GPG a \$100,000 per month fixed fee for services rendered between 1 September 2019 and 31 December 2019, not to exceed \$400,000.
 - b. **Additional Services and Fees.** The Mission shall also pay GPG, upon receipt of invoice from GPG (i) for the costs of all pre-approved production and research projects, such amounts based on the budgets set forth for such projects, (ii) for the estimated costs of all pre-approved event vendors, such amounts based on the budgets set forth for such projects, and (iii) for all pre-approved development, production, and placement of paid advertisements, the standard GPG commission on media buys, which commission is set forth at 15% of the gross media spend. Upon completion of any such service, GPG will reconcile actual costs to estimates, and invoice or refund the Mission as necessary. Notwithstanding the foregoing, GPG must get prior written authorization (email is sufficient) from the Mission for any such spend and/or project budgets.
 - c. **Expenses.** The Mission shall reimburse GPG for reasonable and necessary out-of-pocket expenses, such as: travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost incurred, and any sales and use taxes related to those out-of-pocket expenses. GPG shall secure written pre-approval (email is sufficient) from the Mission before incurring any individual expenses above \$250.00 (two hundred and fifty dollars).

- d. Invoices; Payments Thereof. GPG will submit invoices on a monthly basis to the Mission for costs and expenses incurred under the terms of this Agreement to Abdulla Alnuaimi. Payment will be made to GPG within thirty days of the Mission's receipt of the monthly invoice. All invoices will be submitted electronically to the following E-mail addresses: NYUNPRM@mofaic.gov.ae. Notwithstanding the foregoing, invoices related to the additional fees set forth in Section 3.b. shall be paid pursuant to Section 4 below.
 - e. Currency. All monetary amounts referred to in this Agreement are in U.S. Dollars.
4. Advances.
- a. Prior to conducting any additional services approved by the Mission pursuant to Section 3.b., GPG will provide the Mission with a good faith estimate, and the Mission will advance to GPG one-half of the estimated amounts of such services. Notwithstanding anything to the contrary herein, prior to the placement of any advertising, the Mission will pay GPG all funds necessary for placing the media buy so long as the Mission has approved the media buy costs in advance. In the event actual costs of such projects exceed GPG's good faith estimate, GPG will notify the Mission in a timely manner. GPG will reconcile actual costs to estimates at the end of any additional project and invoice or refund the Mission as necessary.
5. Disclosure and Confidentiality and Return of Confidential Information GPG Agrees to the following:
- (a) GPG shall treat information relating to the activities of the Mission in these matters ("Confidential Information") as private and confidential. All written and oral information and material disclosed or provided by the Mission to GPG under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to GPG.
 - (b) GPG shall use any information disclosed to GPG by the Mission under this Agreement solely for the purposes expressly contemplated by this Agreement. GPG shall hold in strict confidence all Confidential Information (as defined in(c) disclosed to or otherwise obtained by it and protect all such Confidential Information with the utmost duty of care. Except as required by law, GPG may disclose Confidential Information only to those members of its Staff who (i) have an absolute need to know the Confidential Information; (ii) are affirmatively required by GPG to maintain the confidentiality of such Confidential Information in accordance with the provisions of this Agreement or terms of confidentiality and non-disclosure that are substantially similar to the provisions of this Agreement and (iii) are informed of such confidentiality obligations.
 - (c) For purposes of this Agreement "Confidential Information" shall mean this Agreement, all of GPG's work product under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or proprietary information of the Mission, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained, whether or not patent able or copyrightable, and whether or not marked, designated or otherwise identified as "confidential", including, without limitation, discussions, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning Mission's operations: Confidential Information shall not, however, include any information that GPG can establish with competent evidence (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to GPG by Mission; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to GPG by Mission through no wrongful act, fault, or negligence no action or inaction of GPG; or (iii) is in the rightful possession of GPG without confidentiality

obligations at the time of disclosure by Mission to GPG as shown by its then-contemporaneous written files and records kept in the ordinary course of business.

- (d) All materials received from the Mission, all information and analysis developed in connection with GPG's Services, all GPG work product, and all Confidential Information, is and shall remain the property of the Mission and archives and documents of a diplomatic mission that are inviolable and protected from disclosure by the Vienna Convention on Diplomatic Relations and U.S. law. GPG shall not disclose to others or convert to its own use any Confidential Information except with the prior written consent of Mission.
- (e) Notwithstanding the foregoing, Confidential Information shall not include information that (a) is in the public domain, (b) is required to be disclosed by law or legal process, (c) was already known to GPG at the time of receipt from the Mission, (d) is received from a third party not known to you to be under an obligation of confidentiality or (e) is independently developed by GPG without use of the information received from the Mission. During and after the period of this Agreement, GPG agrees not to disclose Confidential Information or documents containing Confidential Information provided to GPG in connection with this Agreement to any person or entity except to affiliates, employees, agents, subcontractors and representatives who have a need to know or make any other use of that information other than to provide the services hereunder unless asked to do so by the Mission. In the event of compulsory process or a court order compelling disclosure of information received from the Mission, GPG will give the Mission notice before making disclosure of non-public information required to be disclosed by law or legal process should such notice be permitted by law. This covenant shall survive the termination of this Agreement.
- (f) If any Confidential Information is required to be disclosed by law, including by any order of any court of competent jurisdiction or other governmental authority, shall immediately inform the Mission. In such case, shall use commercially reasonable efforts to limit the disclosure and maintain confidentiality to the maximum extent possible.
- (g) GPG acknowledges that any breach or threatened breach of Confidentiality provisions will result in immediate, irreparable, and continuing injury to the Mission for which there is no adequate remedy at law. Accordingly, in the event of any such breach (or threatened breach), the Mission shall be entitled to terminate this Agreement effective immediately with no further obligation of payment and to seek preliminary and permanent injunctive relief, without bond, with respect to such breach. GPG shall not oppose such relief on the grounds that there is an adequate remedy at law, and such right shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which the Mission may have upon any such breach.
- (h) No license or other rights of any kind, express or implied, in or to the use of the Confidential Information is granted to GPG or its Staff hereby. All information furnished to GPG in connection with this Agreement (including any copies, notations, or assessments based on such information) and all GPG work product shall be returned to the Mission upon request.
- (i) The provisions of this section shall (i) apply to all Confidential Information disclosed to or otherwise obtained by GPG prior to the execution of this Agreement, (ii) apply to all Confidential Information disclosed to or otherwise obtained by GPG concurrently with or after execution of this Agreement, and (iii) survive the termination of this Agreement in perpetuity.
- (j) Notwithstanding Section 5(h) above, GPG may retain (i) any portion of the Confidential Information which consists of analyses, summaries, compilations, calculations, forecasts,

studies or other documents which shall have been prepared by GPG, (ii) any documents which need to be retained by GPG for legal record purposes, and (iii) copies of any computer records or files containing Confidential Information which have been created pursuant to automatic archiving or backup procedures which cannot reasonably be deleted; provided however, that any GPG Confidential Information which are retained pursuant to clauses (i) – (iii) above shall be held and kept confidential by GPG in accordance with the terms and provisions of this Agreement.

6. Independent Contractor Status. It is understood and agreed that the operations of GPG are those of an independent contractor, and that GPG has the authority to control and direct the manner and mean of performance of the details of the services to be rendered and performed. It is further agreed that GPG, its officers, and employees are not employees of the Mission, and GPG is not, except as herein provided, subject to control by the Mission.
7. Ownership of Intellectual Property. All intellectual property and related material, including any trade secrets, moral rights, goodwill, and rights in any copyright, trademark, and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Mission. The use of the Intellectual Property by the Mission will not be restricted in any manner. GPG may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Mission. GPG will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
8. Third Party Materials. Notwithstanding Section 7 above, the Mission acknowledges that GPG may obtain or has obtained certain materials, information, software, intellectual property and/or other items, tangible or intangible, from third parties (e.g., open source software, stock photography, images and music, etc.) that it may desire to incorporate into or otherwise use in connection with the creation and/or development of the Intellectual Property (collectively, "Third Party Materials"). Prior to the incorporation and/or use of any Third Party Materials in connection with the Intellectual Property, GPG shall first notify the Mission describing each Third Party Material and the parties shall discuss, among other things, (a) the terms and conditions pursuant to which GPG proposes such Third Party Materials be made available to the Mission and (b) GPG's use of alternate Third Party Materials if such terms and conditions are unacceptable to the Mission.
9. Legal Filings. It is understood that GPG may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the Mission and thereafter will be required to file the reports required by FARA, detailing its lobbying activities on the Mission's behalf. It is further understood that GPG will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of the Mission, with the United States Congress and Federal Executive Branch departments and agencies.
10. Governing Law. This Agreement shall be subject to and governed by the laws of the New York, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the New York.
11. Termination of Agreement. This Agreement shall terminate on December 31, 2019. Either party may terminate this Agreement without cause for any reason with 7 days prior written notice, and such termination shall not be deemed a breach by the other party. In the case of a material breach by the other party, this Agreement may be terminated immediately. Following any termination, the Mission shall remain liable and shall pay GPG for all fees accrued and for all expenses incurred in accordance with this Agreement pro-rata up to the date of termination as well as all amounts that GPG is obligated to pay to third parties pursuant to non-cancelable agreements GPG has entered into in performance of this Agreement. Additionally, at the expiration or termination of this Agreement, GPG shall refund the Mission

pro-rata for any advance payment made to GPG for fees for services applicable to the period following termination.

12. **Indemnification.** (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) the Mission agrees that it will indemnify and hold harmless GPG from any Claims brought by third parties arising out of or in connection with GPG's performance of this Agreement; *provided* that the Mission shall not be obligated to indemnify GPG if such Claim results from negligence on the part of GPG. In the case of any negligent action or wrongful or willful misconduct on the part of GPG, GPG agrees that it will indemnify and hold harmless the Mission from any and all Claims arising out of or in connection with such negligence. The obligations in this Section 12 are in addition to any liability which an indemnifying party may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnified party.
13. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
14. **Waiver.** The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
15. **Key Personnel.**

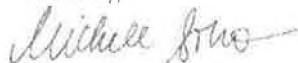
Consultant: **Max Gleichman**, Account Lead

The UAE Mission to the United Nations: **Ambassador Lana Nusseibeh**

16. **Notices.** Any notice, demand, request, consent or approval required or permitted to be given under this Agreement or shall be sufficient if in writing, and if and when sent by certified mail or sent by electronic mail transmission to the other Party at the addresses set forth below.
17. **Conflicts.** During the Term of this Agreement, GPG warrants that it is not now under any agreement to furnish consulting services that would conflict with its obligations under this Agreement. GPG agrees to notify the Mission prior to entering into any other potentially conflicting agreements during the term of this Agreement.

If the foregoing accurately reflects the understanding reached by GPG and the Mission, please sign this letter in the space indicated below and return an executed copy to Erin Arrison at GPG for our records.

Sincerely,



Michele Soho
Chief Operating Officer
The Glover Park Group, LLC
1025 F St NW #9, Washington, DC 20004
Phone: 202-337-0808
Email: michele@gpg.com

Agreed to and accepted this 19th day of November, 2019
on behalf of the **Permanent Mission of the United Arab Emirates to the United Nations**

By: 

Lana Nusseibeh
Ambassador
Permanent Mission of the United Arab Emirates to the United Nations
305 East 47th Street, 7th Floor, New York, N.Y. 10017
Phone: 212-371-0480
Email: NYUNPRM@mofaic.gov.ae